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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 ADMIRAL INSURANCE COMPANY,

11 Plaintiff,

12 vs.

13 KABUL, INC. d/b/a FASTRIP PWC RENTALS,
14 KABUL, INC. d/b/a FASTRIP FOOD STORE,
15 DARRYL PETER ALEXANDER, JR.,
16 individually, TOMMY LYNCH, as
ADMINISTRATOR for the ESTATE OF
17 TAMMY LYNCH, and TOMMY LYNCH and
APRIL BLACK, individually as heirs of TAMMY
LYNCH

18 Defendants.

19 KABUL, INCL dba FASTRIP PWC and
FASTRIP FOOD STORE,

20 Third-Party Plaintiff,

21 v.

22
23 GREGG EIDSNESS FARM BUREAU
FINANCIAL SERVICES, DOES I through X,
24 inclusive; and ROE CORPORATIONS I through
X, inclusive,

25 Third-Party Defendant.
26

CDS

Case No.: 2:22-cv-00177-~~JAD~~-NJK

**STIPULATED CONFIDENTIALITY
AND PROTECTIVE ORDER**

27 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff, ADMIRAL INSURANCE
28 COMPANY, by and through its counsel of record, Armstrong Teasdale, LLP, Defendants the

1 ESTATE OF TAMMY LYNCH, TOMMY LYNCH, and APRIL BLACK (the “Lynch Defendants”),
2 by and through their counsel of record, Shock & Stone Chtd., Defendants/Third-Party Plaintiffs
3 KABUL, INC. dba FASTRIP PWC RENTALS and KABUL, INC. dba FATRIP FOOD STORE (the
4 “Kabul Defendants”), by and through their counsel of record, Craig P. Kenny & Associates hereby
5 stipulate and agree that the handling of confidential material in these proceedings shall be governed
6 by the provisions set forth below.

7 1. To preserve the legitimate proprietary and privacy interests of sources of information,
8 this Order establishes a procedure for disclosing Confidential Information to the parties in this
9 litigation, imposes obligations on persons receiving Confidential Information to protect it from
10 unauthorized use or disclosure, and establishes a procedure for challenging confidentiality
11 designations.

12 2. This Order applies only to information furnished by parties and non-parties that is not
13 otherwise publicly available.

14 3. This Order covers information that the disclosing party or non-party (hereafter
15 “source”) designates “Confidential.” The designation “Confidential” shall be limited to information
16 that the source in good faith believes is privileged, proprietary, commercially sensitive, invades an
17 employee or third-party’s rights to privacy, may be injurious to that party’s personal, financial, or
18 professional interests, or for similar reasons should otherwise be subject to “Confidential” treatment.

19 4. Documents that are in the public domain, including but not limited to documents
20 presented at trial or other court proceedings publicly and not under seal, may not be designated as
21 “Confidential.” This provision shall not apply to any document that is in the public domain as a
22 result of violation of any stipulation or court order with respect to such document or any information
23 included in such document.

24 5. To designate information as “Confidential,” a source must so mark it or, in the case of
25 a deposition or hearing transcript, designate it as provided below. Either designation may be
26 withdrawn by the source in writing. The source must mark each page of each document and/or each
27 significant component of any other objects containing Confidential Information with the appropriate
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1 designation as required. A cover letter can be used, if appropriate, to designate computerized data as
2 “Confidential.”

3 6. In the event that documents or information that may contain Confidential Information
4 are made available for inspection by the source, the party inspecting the documents and/or
5 information shall treat all documents and information produced as confidential. There will be no
6 waiver of confidentiality by the inspecting of Confidential Information before it is copied and marked
7 “Confidential.”

8 7. Accidental disclosure of Confidential Information does not waive the confidence
9 otherwise attaching to the Confidential Information. On a party or a source’s discovery that
10 information was not correctly designated, that party or source shall provide notice to the other
11 litigants that the information was inappropriately designated. The source shall then have seven
12 business days in which to re-designate the information. In the interim, the information may not be
13 used in a manner inconsistent with the notice.

14 8. Subject to the provisions of this Order, information designated as “Confidential” may
15 be disclosed to and used only by the persons described below. Before receiving access to any of the
16 Confidential Information, the parties listed in subsections H, I, and L shall execute an agreement to
17 be fully bound by this Order in the form of Exhibit A, attached hereto.

18 A. Counsel of record for the party to whom such documents or materials are
19 produced or given, including, as well as any attorneys assisting counsel of
20 record and the legal associates, paralegals, clerical or other support staff or
21 services of counsel of record or such attorneys;

22 B. The named Plaintiff including, but not limited to, its outside and in-house
23 counsel, including paralegals, clerical or other support staff or services and any
24 officers, directors, managers, supervisors or other employees with
25 responsibilities related to the subject matter of this litigation;

26 C. The named Defendants including, but not limited to, their outside and in-house
27 counsel, including paralegals, clerical or other support staff or services and any
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officers, directors, managers, supervisors or other employees with responsibilities related to the subject matter of this litigation;;

D. The Court, court officials, court personnel, and jurors involved in this action;

E. Court reporters (including audio and video);

F. Copying, imaging and computer services for the purpose of copying, imaging, storing, or organizing documents provided that all Confidential documents are retrieved by the party furnishing it upon completion of this lawsuit;

G. Special masters, settlement judges and/or mediators;

H. Consulting or testifying experts so long as the undertaking attached hereto is first executed;

I. Deposition Witnesses, in accordance with paragraph 10, so long as the undertaking attached hereto is first executed;

J. Outside vendors who are necessary to assist counsel of record in this action in the preparation and trial of this action;

K. Insurance carriers for any party, as well as their board of directors, attorneys, investigators, senior executives; and

L. Others specifically identified and authorized in writing by the disclosing source, so long as the undertaking attached hereto is first executed.

9. Every person given access to Confidential Information shall be advised that the information is being disclosed pursuant to and subject to the terms of this Order, and may not be disclosed other than pursuant to the terms thereof.

10. Deposition transcripts shall presumptively be considered to have been designated “Confidential” for a period of thirty days following service of the transcript. In the interim and upon further review of the transcript, the deponent, his or her counsel, or any other party may re-designate portions or the entirety of the transcript as “Confidential,” which designation shall remain in effect for the duration of this Order. The deponent, his or her counsel or another party designating a transcript or portion as “Confidential” must advise counsel of record and the court reporter of any changes to the original designation. The court reporter shall mark the face of the transcript

appropriately. If any portion of a videotaped deposition is designated pursuant to this paragraph, the videocassette, videotape or CD-ROM container shall be labeled with the appropriate legend. Nothing in this paragraph shall prevent a party from making specific designations on the record during the deposition, and the court reporter shall mark the face of the transcript appropriately in that event.

~~11. The parties shall not file with the Court any document, object, brief, pleading, discovery or answers to discovery (including interrogatories, requests to produce, or deposition transcripts) which contains Confidential Information or information derived from Confidential Information, except under seal in an envelope marked with the caption of the case, a list of contents, and the following notation: "Contains Confidential Information: To Be Opened Only By Or As Directed By The Court". Concurrent with the filing of the Confidential Information under seal, the party filing any Confidential Information under seal, must move for an order sealing the Confidential Information. To the extent necessary, if the designating party is not the moving party, the~~

See order issued

~~concurrently herewith party shall be permitted to file a joinder within seven days of the filing of the motion to seal to supplement the motion to seal with any information it deems necessary to support the sealing of the Confidential Information. If the Court denies such a motion to file the Confidential Information under seal, the party filing such shall be permitted to file such documents and/or information with the Court and such documents and/or information shall be deemed not confidential and will no longer be protected by this Stipulation and Order. Use of Confidential Information in any court proceeding in this litigation, including any deposition or appeal, shall not affect its status as confidential. Counsel shall confer on such procedures as are necessary to protect the confidentiality of any documents, information, and transcripts in any court proceedings, including depositions and trial.~~

12. A party may, consistent with the provisions of this Order, refer to Confidential Information in pretrial conferences before the Court, evidentiary hearings and at trial. The use of Confidential Information at any pre-trial hearing or trial shall be addressed prior to the commencement of such hearing or trial. In the event a witness is scheduled to testify at any hearing prior to trial, the parties agree to meet and confer in advance of the hearing to decide if any precautions are necessary to protect the source's Confidential Information. The source must

1 designate the transcripts of such proceedings as “Confidential” within thirty days of receipt; if the
2 disclosing source is not a party, the party using the information must confer with the source regarding
3 such designation.

4 13. This Order applies equally to documents and information obtained by or produced in
5 response to any subpoena, including in particular information produced by non-parties. Any party to
6 this action may designate as “Confidential” documents or information produced by any party or non-
7 party in this action. Such designation must be made within thirty days of the receipt of the
8 documents or information produced by the non-party or other party. Until this 30-day period expires,
9 unless otherwise agreed to in writing by the parties, the parties shall treat all documents and
10 information produced in discovery as “Confidential,” including documents and information produced
11 by non-parties.

12 14. The following procedures shall govern any challenges to confidentiality designations:

13 A. If a party reasonably believes that information should not be designated as
14 “Confidential,” it must specify to the source in writing (a) the information at
15 issue, and (b) its reasons for questioning the confidentiality designation. The
16 source must respond in writing within ten (10) days or as agreed to by counsel
17 or as ordered by the Court.

18 B. To the extent that any dispute about a confidentiality designation is not
19 resolved by the meet and confer process defined above, the parties to the
20 dispute shall arrange an informal conference with the Court to aid in its
21 resolution.

22 C. To the extent that any dispute remains following such an informal conference
23 with the Court, the Court shall schedule a formal hearing to resolve the matter,
24 and shall specify the schedule and scope of such briefing as the Court may
25 deem necessary and appropriate to resolve the dispute. Until the Court rules
26 upon any such dispute, the confidentiality designation shall remain in effect. If
27 the Court rules that the information should not be restricted, the original
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1 designation shall remain in effect for five (5) business days after the Court's
2 Order.

3 15. Nothing in this Order shall prevent a party from using or disclosing its own
4 information, as it deems appropriate without impairing the confidentiality obligations imposed upon
5 all other parties and persons subject to this Order.

6 16. All materials designated in any fashion as "Confidential" shall be used solely for the
7 purpose of this lawsuit and any appellate proceedings in this action and not for any other purpose
8 (which includes, but is not limited to, other litigation in which Plaintiff, Plaintiff's counsel,
9 Defendants, or Defendants' counsel may be involved). Within ninety days (90) of final termination
10 of this litigation, including appeals or resolution through settlement, the parties, at the written request
11 of the source, must return to the source any disk or other media containing Confidential Information
12 and all paper copies of Confidential Information and/or must delete or otherwise destroy the
13 Confidential Information and all data associated with it from any database or document management
14 system containing the Confidential Information, and shall so certify to the producing party that the
15 producing party has followed such procedures.

16 17. Any party or person receiving Confidential Information covered by this Order that
17 receives a request or subpoena for production or disclosure of Confidential Information shall, within
18 ten days (10), give written, email or facsimile notice to the source and to its opposing counsel
19 identifying the information sought and enclosing a copy of the subpoena or request. The person
20 subject to the subpoena or other request shall not produce or disclose the requested information
21 without consent of the source or until ordered to do so by a court of competent jurisdiction, provided
22 that the source makes a timely motion or other application for relief from the subpoena or other
23 request in the appropriate form.

24 18. Nothing in this Order shall abridge the right of any party to seek amendment of this
25 Order upon a showing of good cause or the written agreement of the opposing party or parties.

26 19. This Order shall survive the termination of this litigation. The Court shall retain
27 jurisdiction, even after termination of this lawsuit, to enforce this Order and to make such
28 amendments and modifications to this Order as may be appropriate.

1 20. If a source inadvertently or mistakenly discloses documents or materials protected by
2 the attorney-client privilege, attorney-work product privilege or any other privilege, the source shall
3 promptly advise the receiving party of the disclosure and recall any such inadvertently disclosed
4 privileged documents or materials by making a request of the receiving party for their return.
5 Likewise, if a receiving party becomes aware that a source inadvertently or mistakenly disclosed
6 documents or materials protected by the attorney-client privilege, attorney work product or any other
7 privilege, the receiving party shall promptly advise the source of the disclosure and return the
8 documents or materials and any and all copies to the source. If the receiving party fails to return such
9 documents or materials, the source may move the Court for an Order compelling the return. A source
10 that elects to initiate a challenge to a receiving party's failure to return such documents or materials
11 must do so in good faith and must begin the process by conferring directly (in voice to voice
12 dialogue; other forms of communication are not sufficient) with counsel for the receiving party. In
13 conferring, the source must explain the basis for its belief that the disclosure was made in error and
14 must give the receiving party an opportunity to reconsider the circumstances, and, if no change in
15 position is offered, to explain the basis for that position. A source may proceed to the next stage of
16 the challenge process only if it has engaged in this meet and confer process first.

17 21. The production of material protected by the attorney-client privilege, the attorney-
18 work product doctrine, or other privilege or protection does not waive, estop, or prevent the
19 producing party from asserting any privilege or other ground for withholding such material in the
20 course of discovery in this case. The parties may make documents available for preliminary review
21 or otherwise produce documents in this case with or without any pre-production, post-production, or
22 other review, and neither conducting nor foregoing such review shall form a basis to prevent a party
23 from asserting any privilege or other ground for withholding material as provided for in this Order.

24 22. Agreeing to, producing, or receiving Confidential Information or otherwise
25 complying with this Order shall not:

- 26 A. Prejudice the parties' rights to object to the production of documents they
27 consider not subject to discovery;
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1 B. Prejudice the parties' rights to object to the authenticity, relevance, or
2 admissibility into evidence of any document, testimony, or other evidence; or

3 C. Prevent the parties from agreeing to alter or waive any portion of this Order
4 with respect to any particular piece of Confidential Information, and/or
5 prevent any party from seeking from this Court a modification of this Order,
6 including, but not limited to, additional protection with respect to the
7 confidentiality of any information.

8 23. In the event of breach of this Order, the parties expressly acknowledge that the non-
9 breaching party shall be entitled to specific performance of the terms of this Order or other
10 injunctive relief. The parties expressly stipulate, agree, and acknowledge that an unauthorized
11 release of the Confidential Information, is a breach of this Order, and that damages arising from such
12 a breach are not adequately relieved through pecuniary compensation, are not reasonably
13 quantifiable, and are immediately irreparable.

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24. In the event any provision of this Protective Order shall be held to be illegal, unenforceable, or inoperative as a matter of law, the remaining provisions shall remain in full force and effect unless such construction shall substantially frustrate the purpose and intent of this Protective Order.

Dated this 20th day of April 2022.

SHOOK & STONE, CHTD

By: /s/Robert L. English

John B. Shook, Esq.
Robert L. English, Esq.
710 South Fourth Street
Las Vegas, NV 89101

Attorneys for Defendants Lynch

Dated this 20th day of April 2022.

ARMSTRONG TEASDALE LLP

By: /s/Tracy A. DiFillippo

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*Attorneys for Plaintiff
Admiral Insurance Company*

Dated this 20th day of April 2022.

CRAIG P. KENNY & ASSOCIATES

By: /s/Lawrence Mittin

Lawrence Mittin, Esq.
501 S. 8th Street
Las Vegas, NV 89101

*Attorneys for Defendants/Third-Party
Plaintiff Kabul*

ORDER

IT IS SO ORDERED:


United States ~~District Court~~ Magistrate Judge

Dated: April 21, 2022

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ADMIRAL INSURANCE COMPANY,

Plaintiff,

vs.

KABUL, INC. d/b/a FASTRIP PWC RENTALS,
KABUL, INC. d/b/a FASTRIP FOOD STORE,
DARRYL PETER ALEXANDER, JR.,
individually, TOMMY LYNCH, as
ADMINISTRATOR for the ESTATE OF
TAMMY LYNCH, and TOMMY LYNCH and
APRIL BLACK, individually as heirs of TAMMY
LYNCH

Defendants.

KABUL, INCL dba FASTRIP PWC and
FASTRIP FOOD STORE,

Third-Party Plaintiff,

v.

GREGG EIDSNESS FARM BUREAU
FINANCIAL SERVICES, DOES I through X,
inclusive; and ROE CORPORATIONS I through
X, inclusive,

Third-Party Defendant.

CDS

Case No.: 2:22-cv-00177-~~JAD~~-NJK

ACKNOWLEDGEMENT OF
STIPULATED CONFIDENTIALITY AND PROTECTIVE ORDER

The undersigned represents that he/she, along with his or her support personnel, as applicable: (a) has received a copy of the Court’s Stipulated Confidentiality and Protective Order (“Protective Order”) in the above-captioned case; (b) has read the Protective Order and understands its provisions; (c) agrees to be bound by the terms of the Protective Order; and (d) agrees to be subject to the jurisdiction of the United States District Court, District of Nevada for the purposes of any proceedings related to the enforcement of the Protective Order.

Date: _____

Signature